

ORIGINAL FOR EXECUTION

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF  
OF  
GRAND TRAVERSE COUNTY

AND

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL  
GRAND TRAVERSE CENTRAL RECORDS UNIT

For January 1, 2022 through December 31, 2023

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## **AGREEMENT**

This Agreement entered into this date between the Board of Commissioners and the Sheriff for the County of Grand Traverse for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Association" expresses all mutually agreed covenants between the parties.

## **PREAMBLE**

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Association affiliation.

The Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

## **ARTICLE I** **RECOGNITION**

**Section 1.1 Collective Bargaining Unit:** The Employer hereby agrees to recognize as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular full-time and regular part-time clerical employees of Grand Traverse Central Records, excluding the Office Manager and confidential employees.

**Section 1.2 Definitions:** The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the County in the collective bargaining unit set forth. For purposes of this Agreement, the following definitions are applicable:

- A) **Regular Full-Time Employee:** Employees normally scheduled to work forty (40) hours or more per week shall be subject to all the terms of this Agreement.
- B) **Regular Part-Time Employee:** Regular scheduled part-time employees shall be defined as those employees regularly scheduled to work at least twenty (20 hours) on a consistent basis. Regular scheduled part time employees shall not be used for the purpose of avoiding overtime payment to regular full time employees. Regular scheduled part-time employees shall be subject to all the terms of this Agreement.
- C) **Temporary Employees:** Temporary employees shall be defined as those employees hired for a specific project with a specific period of time not to exceed six (6) months, unless extended by mutual agreement. Temporary employees shall not be subject to the terms of this Agreement.
- D) **On Call Employees:** On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full-time work force and shall not be used to avoid the payment of overtime to bargaining unit employees or to displace regular employees. On call employees may be used in the event of a leave in excess of five (5) days by any regular employee.

## **ARTICLE II** **MANAGEMENT RIGHTS**

**Section 2.1 Employer's Rights:** The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, discipline and discharge, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

**Section 2.2 Right to Discipline:** The Employer retains the sole right to discipline and discharge employees, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

**Section 2.3 Employer's Authority:** The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

**Section 2.4 Emergency Work Assignments:** It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

### **ARTICLE III** **ASSOCIATION SECURITY**

**Section 3.1 Union Security:** Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

Deductions for any calendar month shall be remitted to POAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

The County shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the County fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.



## **ARTICLE IV** **REPRESENTATION**

**Section 4.1 Board Members:** The Employer agrees to recognize the President and Executive Board Members as representatives of the bargaining unit. The duties of the Board Members shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Board Members will be expected to represent the bargaining unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Board Members for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

**Section 4.2 Association Furnish Names:** The Association will furnish the Employer with the names of its Executive Board who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

## **ARTICLE V** **CONFERENCES**

**Section 5.1 Special Conferences:** Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, the Union Steward, and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

## **ARTICLE VI** **GRIEVANCES**

**Section 6.1 Grievances:** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. All grievances must be filed within five (5) working days after occurrence of the circumstance giving rise to the grievance or five (5) working days from when the grievant should reasonably have known of the occurrence, otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- Step 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or President or Alternate must first discuss the matter orally with their supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on a regular grievance form provided by the Association, signed by the employee and presented to the Sheriff or his/her designee within five (5) working days after the discussion referred to under Step 1. The Sheriff, or his/her designee, shall answer said grievance in writing within five (5) working days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Association shall within five (5) working days of the Sheriff, or his/her designee's disposition, contact Human Resources to arrange a meeting between the Association and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, not to exceed five (5) working days from the time the Association contacts Human Resources unless a longer time is mutually agreed upon.
- Step 4: Failing to resolve the issue at the third step, either party may, within five (5) working days, request the services of a mediator from the community. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

#### **Section 6.2 Resolving Grievances:**

- A) Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Association and any and all unit employees involved in the particular grievance, subject to the provisions of Article VII.
- B) The time limits established in the grievance procedure shall be followed by the parties. If the time limits procedure is not followed by the Association the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Association. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- C) The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period

providing the employee files his/her grievance within five (5) working days after receipt of such pay in question.

- D) When an employee is given a disciplinary discharge or suspension, the President and the employee will be promptly notified in writing of the action taken.
- E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation that he/she may have earned from any source during the period in question.
- F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the President or Alternate who must necessarily be present for direct participation in grievance adjustments with management. Such President or Alternate shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H) When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**Section 6.3 Strikes and Walkouts:** It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Association agrees that during the life of this Agreement, and continuing until a new Agreement goes into effect, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or

group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer.

It is understood that any disciplinary action taken by the Employer pursuant to this Section is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

## **ARTICLE VII** **ARBITRATION**

**Section 7.1 Time Limit for Requesting Arbitration, Expenses and the Power of the Arbitrator:** If the grievance is not settled in step 3 or 4 of the grievance process, the Association representative may submit such grievance to arbitration. This submission is to be made within thirty (30) calendar days after receipt of the last step answer, with written notice to the Employer.

If the parties are unable to agree on an Arbitrator within ten (10) calendar days from the date the Employer receives the Association's notice of submission, or within a longer period if mutually agreed upon, the Arbitrator shall be selected from a Michigan Employment Relations Commission (MERC) panel of arbitrators by the priority ranking method.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto.

The expenses of the Arbitrator shall be shared equally by the parties; however, if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancellation. The grievant, or a representative of the grievant, and the President or Alternate shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the President or Alternate shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**Section 7.2 Appeal:** The Arbitrator's decision shall be final and binding on the Association, on all bargaining unit employees and on the Employer, and there shall be no appeal except in the limited circumstances provided by law.

## **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

**Section 8.1 Just Cause:** The Employer shall not discharge for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Association acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be

by proper written notice to the employee and the President or Alternate, citing specific charges against such employee.

**Section 8.2 Review of Discharge or Suspension:** The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her President or Alternate on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the President or Alternate.

**Section 8.3 Step for Discharge or Disciplinary Suspension:** Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within three (3) working days from the date the discipline was imposed on the grieving employee.

**Section 8.4 Polygraph Test:** No employee will be required to take a polygraph test and such refusal will not be used against him.

**Section 8.5 Disciplinary Action:** Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

## **ARTICLE IX** **LAYOFF AND RECALL**

### **Section 9.1 Layoff Order and Notice:**

A) The word "layoff" means a reduction in the number of employees in the work force. Layoff of employees shall be by bargaining unit seniority, and the following order shall be followed, provided that the employees who remain are qualified and capable of performing the work available.

1. Temporary employees
2. Regular part-time employees
3. Probationary employees

Remaining seniority employees shall then be laid off, in the order of their bargaining unit seniority.

B) Upon being laid off from his/her position, an employee who so requests shall, in lieu of layoff, be permitted to take another position in the Department, provided, however, that he/she is able to perform the required duties and has the proper qualification of that position and that he/she has more bargaining unit seniority than the employee he/she is to replace. Employees who change position in lieu of layoff shall be paid the salary in accordance with the schedule for that position.



- C) Notices of recall shall be sent by certified or registered mail, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days of the Employer's mailing of such notice or his/her employment shall be terminated, unless an extension is granted by the Employer.
- D) In the event a recall is necessary on less than three (3) days notice, the employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said temporary assignment.
- E) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The President shall be provided with a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

**Section 9.2 Recall:** A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he/she was laid off within the bargaining unit, and provided said employee has the qualifications and ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

**Section 9.3 Order of Recall:** The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

## **ARTICLE X** **LEAVES OF ABSENCE**

**Section 10.1 General Considerations:** A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. A leave may be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing. Any such leave other than FMLA leave is discretionary with the Employer.

An employee on an approved unpaid leave of absence will retain his/her bargaining unit and employment seniority; however, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.

In no event shall the duration of any leave exceed twelve (12) calendar months including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement unless extended by mutual agreement.

All leave requests shall state the exact date on which the leave begins and the projected date on which the employee is to return to work. Any request to change the projected date or extend the leave beyond the return date designated must be made a reasonable length of time in advance of the requested change and may be granted at the Employer's discretion after thorough investigation and upon a finding that a change or extension of time is necessary and just.

If an employee obtains an unpaid leave of absence and uses such leave for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence, shall result in immediate discharge.

Failure to return to work on the date scheduled shall be cause for termination. Exceptions may be made due to circumstances beyond the control of the employee.

No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Time absent on leave shall not be counted as time at work for any purpose except as provided to the contrary.

Leaves that qualify under the Family Medical Leave Act (except for leaves covered by Short Term Disability Insurance) require the employee to use all paid leave available to him/her before going on unpaid leave.

Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group.

Leaves requested due to illness or medical disability (including maternity) must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. Accumulated sick leave may be used for such leave until exhausted. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist will be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

### **UNPAID LEAVES OF ABSENCE**

**Section 10.2 Military Leave:** Military leave shall be granted in accordance with applicable State and Federal laws.

- A) Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

**Section 10.3 Association Business:** Leaves of absence without pay may be granted, under normal conditions, to an employee selected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed one (1) employee at any one time and the number of working days will not exceed a combined seven (7) in any one (1) calendar year for all unit employees.

**Section 10.4 Educational Leave:** An employee wishing to further his/her education in his/her chosen profession may, at the Employers' discretion, be granted educational leave for a maximum of one (1) year without pay and fringe benefits. The employee who is granted an educational leave may return to his/her previous classification according to bargaining unit seniority. This leave may be extended by mutual agreement.

### **PAID LEAVES OF ABSENCE**

**Section 10.5 Jury or Witness Duty:** Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either



by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- A) Seniority will continue to accrue to the employee.
- B) Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees (less mileage) to the County Treasurer.

**Section 10.6 Bereavement Leave:** When death occurs in an employee's immediate family, (spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse), the employee, upon request, shall receive pay for up to three (3) days of regularly scheduled straight time hours, exclusive of shift and other premiums, provided he/she attends the funeral or memorial service, even if celebrated at a later date. Employees who are absent for more than the three (3) days may choose to charge additional time with the written approval of the Sheriff or his/her designee against their personal or vacation leave banks. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to use accumulated personal, sick or vacation leave or compensatory time, provided the time for such leave is approved by the Sheriff or his/her designee. Time thus paid will not be counted as hours worked for purposes of overtime.

**Section 10.7 Personal Leave:** Each regular full-time employee and regular part-time employee (on a pro-rated basis) shall be granted sixty-four (64) hours of personal leave each year at the beginning of the first pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act of 2018 (PMLA), the personal leave hours include the 40 hours required for compliance with the PMLA. New employees shall be granted this leave upon completion of ninety (90) days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December first shall not receive leave for the prior year, however they shall receive the full sixty-four (64) hours upon completion of ninety (90) days of employment.

This leave may be used at the employee's discretion for sick or personal reasons. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one (1) hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in a minimum of ½ hour increments. Claim for payment must be submitted on a form provided by the Employer. If any employee has been off work due to

sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of personal leave may be required to submit a statement from a physician to verify such illnesses.

Any balance left, up to forty (40) hours (pro-rated for part time employees), following the last pay period in November, shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

**Section 10.8 Sick Leave:** Those employees who have a frozen sick bank may use the bank in the following instances:

1. For absences after the sixty-four (64) personal hours have been exhausted.
2. For regularly scheduled hours during the first seven (7) calendar days when an employee qualifies for the short term disability coverage.
3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

An employee who continues in the County's employ until retirement under the County's retirement plan and has a balance remaining in his/her frozen sick bank (or upon death) shall be paid at the rate of one-half (1/2) of any unused hours at the prevailing hourly rate of the employee.

**Section 10.9 Notification of absence due to Sickness:** Employees absent from work due to illness or other unexpected emergency must notify their supervisor at least one (1) hour in advance of their normal starting time in order to be eligible for compensation, unless the employee can show in writing why prior notification was not possible.

## **ARTICLE XI** **SENIORITY**

**Section 11.1 Seniority Definitions:** Employment seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire, pro-rated for regular part time service. Bargaining unit seniority shall mean the total of all service within the bargaining unit commencing from the date of the employee's last date of hire with the Employer, pro-rated for regular part time service. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A) All new regular full-time and regular part-time employees shall serve a probationary period of 2080 hours.

- B) The Association shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be terminated at any time by the Employer in its sole discretion. Neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.
- C) If an employee is absent from work due to illness or other reasons for a period of seven (7) calendar days or longer, such period of his/her absence shall be added to the probationary period.
- D) During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the seniority list and shall have bargaining unit seniority as of his/her last date of hire as a regular employee into this bargaining unit.

**Section 11.2 Seniority List:** The seniority list on the date of this Agreement shall show the names of all employees in the bargaining unit. The Employer will keep the seniority list up to date and will furnish the Association an up-to-date list on a monthly basis. Challenges to the seniority list will only be accepted within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

**Section 11.3 Loss of Employment Relationship:** An employee's seniority with the Employer shall terminate for the following reasons:

- A) He/she quits or retires.
- B) He/she is discharged or terminated and the action is not reversed.
- C) He/she is absent for three (3) working days without properly requesting leave from the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.
- E) The employee is on a layoff, for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months). In the event of layoff, employees with less than ten (10) years' bargaining unit seniority would retain seniority for a total of twelve (12) months. If the employee has more than ten (10) years' bargaining unit seniority, they would retain their seniority for twenty-four (24) months.

- F) He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.

## **ARTICLE XII**

### **LONGEVITY COMPENSATION**

**Section 12.1 Grandfathered Longevity Plan B:** Regular Full-time employees (pro-rated for part-time employees) hired prior to January 1, 2006, and after November 26, 1985, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A) After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

**Section 12.2 Grandfathered Longevity Plan A:** Regular Full-time employees (pro-rated for part-time employees) hired prior to November 27, 1985, and who selected Plan A on the "Employee Election of Longevity Pay Plan prior to December 30, 1985, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

After 10 years of service:	5% of base pay
After 15 years of service:	10% of base pay

This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.

**Section 12.3 Longevity Paid Upon Termination:** At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

## **ARTICLE XIII**

### **HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

**Section 13.1 Regular Hours of Work:** The regular schedule of a full-time employee's work day shall consist of a minimum of eight (8) continuous hours, inclusive of a one half hour paid meal period (provided an emergency situation does not exist which would automatically preclude it). It is recognized and understood that deviations from the regular schedule of work may be necessary as a result of a temporary shortage of manpower, or public safety emergencies.

A "day" starts at 2300 hours and ends the next day at 2259 hours. If the shift hours change, a "day" will start at the beginning of the first shift, commonly referred to as the midnight shift.

**Section 13.2 Breaks:** Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day. Breaks are to be taken at a time to allow for the continuous and effective operation of the department, and shall not carry over or accumulate, and may not be combined with the starting or quitting time.

**Section 13.3 Overtime Rate:** Overtime pay shall be at the rate of time and one half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, for all work performed in excess of the employee's regularly scheduled hours in any twenty-four (24) hour period or in excess of forty (40) hours in any one work week.

**Section 13.4 Overtime Distribution:**

- A) If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause by the Employer.
- B) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among Records Division employees within a reasonable period of time and within the assignment affected. In case of equal number of hours, the senior employee would have first choice.
- C) An overtime distribution log shall be kept current within the Division. Overtime worked shall be added to the overtime distribution log within a period of four (4) days.
- D) When a supervisor determines a probationary employee to be ready to be put into the overtime schedule, they shall be placed on the overtime distribution log with ten (10) hours less than the hours of the lowest individual on the list.
- E) When an available overtime memo is posted, employees within the bargaining unit shall have five (5) days to voluntarily sign up for the overtime.
- F) If an overtime assignment occurs involving the typing of reports, and that assignment has not been filled subject to 14.4, paragraphs A through E, Management has the right to assign the employee with the lowest number of hours within the Division.

If an overtime assignment which does not involve the typing of reports occurs and is not filled voluntarily, the overtime shall be assigned. The first employee able to be reached with the lowest number of overtime hours worked in the overtime distribution log for the assignment affected shall be directed to work the overtime. That employee may trade with another regular employee within the same assignment, in which case the employee taking the hours must notify the Office Manager and confirm he/she is taking the hours.



- G) Regular part-time employees may be held over at the end of their shift if there is not a full-time employee immediately available to fill the need.

**Section 13.5 Shift Assignment:** Shift assignments shall be made on a quarterly basis based on the employee's preference according to his/her seniority within the Division. Those eligible must have completed at least one (1) year of service within their assignment. The cross training detail will be posted in the schedule thirty (30) days in advance, not to exceed twelve (12) days per year. In the Detective Bureau, the starting and ending times of the shift shall be solely determined by the Employer.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. Management reserves the right to make temporary assignments in mid-period due to extended illnesses, injuries, education and training, and vacations to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he/she has completed the probationary period.

**Section 13.6 Shift Premium:** Employees shall receive a shift differential of fifty-five cents (.55) per hour in addition to their regular pay for all hours worked between six (6) p.m. and six (6) a.m.

**Section 13.7 Shift Times:** Primary 8 hour shifts shall be 0700 to 1500; 0800 to 1600; 1500 to 2300; 2300 to 0700. Primary 10 hours shifts shall be 2100 to 0700 and 0700 to 1700. Management reserves the right to establish additional shifts which may overlap the primary shifts, said shifts being identified as "floating shifts". Should a vacancy occur of at least two weeks' duration, employees on a floating shift may be required to change their shifts as deemed necessary by the employer. The Employer shall not establish a floating shift arbitrarily or to avoid the payment of overtime, or for the purpose of changing the starting and quitting times of the primary shifts. Management reserves the right to adjust the starting and ending times for the primary shifts by a maximum of one (1) hour. Any adjustment in these times, or floating shifts shall be provided to the union thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

**Section 13.8 Compensatory Time:** Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty (40) hours. Compensatory time off may be requested of the Office Manager only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time off may have such time canceled prior to beginning such leave if deemed necessary by the employer.

**Section 13.9 Office Specialist Training:** Office Specialists that are the primary trainer of new office specialists shall be compensated by receiving eight (8) hours of compensatory time per new employee trained upon the trainer providing a minimum of three (3) months of training and necessary documentation. The trainer and training must be assigned by the Office Manager prior to any training beginning for the training to be recognized.

#### **ARTICLE XIV** **HOLIDAY PAY**

**Section 14.1 Paid Holidays:** The following shall be considered as paid holidays for purposes of this Agreement (pro-rated for regular part-time employees):

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Eve Day
Good Friday	Veterans Day	Christmas Day
Memorial Day (observed)	Thanksgiving Day	New Year's Eve Day
Floating Holiday		

Employees assigned to a seven (7) day operation shall recognize the actual holiday unless otherwise indicated. Employees in a five (5) day operation (schedule reflects Monday through Friday for one (1) month or more) shall recognize Monday if the holiday falls on Sunday, and the preceding Friday if the holiday falls on Saturday.

**Section 14.2 Eligibility for Holiday Pay:** To be eligible for holiday pay, an employee must work his/her scheduled day before and his/her scheduled day after a holiday or be on authorized paid leave, excluding short term disability or workers' compensation.

**Section 14.3 Compensation for Holidays Not Worked:** No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked by him/her for purposes of overtime compensation.

**Section 14.4 Holidays During Leave:** Holidays occurring during a vacation period, or bereavement leave, are compensable and shall not be charged against the employee's accumulated time.

**Section 14.5 Compensation for Work on a Holiday:** Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 1/2) for all hours worked.

**Section 14.6 Work Not Scheduled on Holiday:** Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, (pro-rated for regular part-time employees) excluding premiums, of the particular employee. If a holiday falls on an employee's scheduled day off, the employee's regular day off

will be moved to another day within the pay period. Employees whose regular shift is in excess of eight (8) hours may use banked vacation, personal or compensatory time to make up the additional hours. Employees whose posted monthly schedule reflects that they are scheduled to work a holiday and are later requested by management to take the holiday off due to excessive coverage shall receive holiday pay for the number of hours for which they were originally scheduled to work.

**Section 14.7 Agreement to Work on a Holiday but Does Not Work:** When an employee agrees and/or is scheduled to work on one of the holidays, or the day observed in lieu thereof, if any, and does not work as agreed or scheduled, he/she shall not receive the pay for such holiday.

**Section 14.8 Floating Holiday:** One (1) floating holiday shall be credited to the employee in the first pay period of the calendar year (pro-rated for regular part-time employees). Employees who are hired on or after October 1st shall not be granted the floating holiday for the year of hire. Such holidays shall not accrue from year to year or be paid out for any reason.

## **ARTICLE XV** **VACATION**

**Section 15.1 Vacation Eligibility and Schedule:** Employees working under this Agreement shall receive paid vacations in accordance with the following schedule (pro- rated for regular part-time employees), provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 3 years	80
3, but less than 5 years	96
5, but less than 10 years	120
10, but less than 15 years	136
15, but less than 20 years	160
20 or more years	186

Any employee with 25 years of service or more as of January 1, 2020, will be redlined at 200 hours.

**Section 15.2 Vacation Carryover, Waiver, and Pay Upon Termination:** Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two hundred (200) hours. Any hours beyond the two hundred (200) hour maximum, even when approved for extension by the department head or designee, shall not be included in the employee's payout calculation upon termination for any reason, unless a



timely request for vacation leave has been denied. Employees hired after January 1, 2015, shall have a maximum carry-over of one hundred sixty (160) hours.

An employee may not waive a vacation and receive extra pay for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision will not be invoked, provided the employee utilizes the excess hours within ninety (90) calendar days.

Upon termination of employment, an employee, employee's spouse, designated beneficiary or employee's estate shall be compensated in wages for unused vacation leave that such employee has accrued through the date of termination, subject to the above limitations.

**Section 15.3 Illness During Vacation:** If an employee becomes ill and/or is under the care of a physician during his/her vacation, he/she may choose to use available personal leave rather than vacation leave for that period of time. A physician's statement may be required by the Employer.

**Section 15.4 Vacation Schedules:** Vacation schedules will be worked out as far in advance as possible. After January 1st and prior to March 1st, each employee shall indicate on a six (6) month calendar his/her vacation request for the period April 1 to September 30. The same process shall be followed between July 1 and September 1 for the period of October 1 to March 31. Vacation requests shall be scheduled by seniority with preference given to multiple day requests of five (5) days or more. Employees who request vacation periods encompassing the Cherry Festival, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, shall not be granted more than one (1) of the holiday periods in the same year if someone else requests those holidays. Further, employees shall not be granted the same holidays (described above) two (2) years consecutively if someone else requests that holiday. After March 1st and September 1st, all employees who have failed to select their vacation time will take whatever time is available only on a first-come-first-served basis. Employees will be notified of approval of vacation periods within a reasonable time after March 1st and September 1st. Any requested change in vacation schedule after notification will require at least thirty (30) days' notice. Exceptions may be made for unusual circumstances.

**Section 15.5 Vacation Pay:** Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

**Section 15.6 Employee's Scheduling of Vacation:** Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

**Section 15.7 Vacancies During Prime Season:** It is agreed between the parties that qualified temporary or on-call employees may be utilized to fill vacancies during the vacation periods of regular employees during the prime season, which shall be identified as the period between May 15 and September 15.

**Section 15.8 Vacation Approval:** In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the employer reserves the right to approve vacations up to a maximum of three consecutive weeks. Vacation requests which exceed three weeks will be held for final evaluation by the Office Manager until all other vacation requests have been submitted.

## **ARTICLE XVI** **INSURANCE AND RETIREMENT BENEFITS**

**Section 16.1 Health Insurance:** At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Notwithstanding any contrary provision, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2018, the Employer may offer a second lower cost health care plan. Employees shall have the option to select this plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2018, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.

Eligibility and benefit provisions are provided subject to plan documents.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

- A. Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

- B. Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all

forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

**Section 16.2 Optical and Dental Insurance:** The Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Eligibility and benefit provisions are provided subject to plan documents.

**Section 16.3 Retirees Group Health:** Employees who were hired before January 1, 2015, upon retiring from the service of Grand Traverse County shall be eligible to purchase health insurance at the County's group rates, including any Medicare Rider in place. For purposes of this section, retirement means having attained age sixty (60) with eight (8) years of service, or age fifty-five (55) with twenty-five (25) years of service, at the time of separation from employment with the County.

Employees hired on or after January 1, 2018, are not entitled to retiree health insurance.

Retirees who have health insurance available from another source shall not be eligible for the above insurance. Retirees shall submit an affidavit each year stating whether or not they have coverage from another source.

**Section 16.4 Workers' Compensation:** Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to their workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's accumulated leave.

In addition, the employee's health, dental, optical and life insurance as specified in this contract will continue to be provided by the employer while the employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians. A physician is a duly licensed member of a medical

profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist will be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

**Section 16.5 Unemployment Insurance:** The Employer agrees to provide, unemployment insurance coverage in accordance with the law.

**Section 16.6 Retirement Plan:** All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute three percent (3%) of their wages under the MERS Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested 25% after three (3) years of service, 50% after four (4) years, 75% after five (5) years, and be fully vested after six (6) years of service with Grand Traverse County. Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.

Employees already enrolled under the MERS Defined Contribution Plan as of December 31, 2014, shall receive from the Employer six percent (6%) of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute three percent (3%) of their wages to the defined contribution plan, shall receive from the Employer an additional three percent (3%). Employees will be 25% vested after three (3) years of service, 50% after four (4) years, 75% after five (5) years, and fully vested after six (6) years of service.

Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under B4 plan, with a drop back to the B3 plan at age of eligibility for social security, with a payroll deduction of .67% of gross wage. The benefit also includes the F55/25 rider, and eight (8) year vesting.

Age 60 with eight (8) years of service at the time of separation with the County, or age 55 with twenty-five (25) years of service at the time of separation with the County, shall be used for determination of age of retirement for payment of benefits under Defined Benefit retirement.

Effective January 1, 2018, the following shall apply: The retirement benefit for all active employees grandfathered into the MERS Defined Benefit Plan shall be the Bridge Plan with 1.25% multiplier; employees shall contribute 3% of reported compensation via payroll deduction. Effective January 1, 2019, the employees shall contribute 6% of reported compensation via payroll deduction.



**Section 16.7 Life Insurance:** The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular employees in the amount of \$20,000 or one times annual base salary, whichever is greater, said insurance to become effective the next day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.

**Section 16.8 Short Term Disability Insurance:** The Employer agrees to provide Short Term Disability Insurance for all regular full-time employees, and all regular part-time employees on a prorated basis, such insurance to be effective the next day following one hundred eighty (180) days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) days for absences due to approved injury or illness as approved by the insurance carrier. Employee leave banks will be used to cover the elimination period before going on short term disability. The coverage will begin on the eighth calendar day following injury or illness. Eligibility and benefit provisions are provided subject to plan documents. The Employee will be required to use a maximum of forty (40) hours of leave bank time during the seven (7) calendar day elimination period.

The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.

The employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on an approved short term disability for a period of up to one hundred eighty-two (182) calendar days.

**Section 16.9 Long-Term Disability Insurance:** All employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements. Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 16.1.

Seniority will continue as outlined in Article XI of the labor contract.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

**ARTICLE XVII**  
**ASSIGNMENT, TEMPORARY TRANSFER AND TEMPORARY VACANCY**

**Section 17.1 Open Assignments:** All clerical positions within the Records Division are assignments which may be made by and at the sole discretion of the Sheriff. Open assignments within the Records Division shall be given preference to be filled from within the Division. All open assignments shall be posted for a minimum of ten (10) days and all interested employees are required to submit a letter of interest to the Sheriff within that posting period.

When an employee transfers from one position within the Records Division to another:

- A) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, the employee's rate of pay shall be advanced to the minimum for the new position.
- B) If the employee's rate of pay in the former position is more than the maximum rate established for the new position, the employee's pay shall be reduced to the maximum rate or intermediate step of the new range as determined by the County Administrator.
- C) If the employee's rate of pay in the former position falls within the range of pay for the new position, the salary rate shall be set at the step rate in the new position which is closest to the employee's current rate of pay.

**Section 17.2 Temporary Transfer:** For the purpose of temporarily filling an assignment in a position of higher pay, the Sheriff or his/her designee shall assign an employee to the position. If it involves an assignment in a higher pay grade for over two (2) hours, the employee will receive the higher rate of pay for all hours worked in the higher paid position.

**Section 17.3 Temporary Vacancy:** The Sheriff shall determine when a temporary vacancy exists and will proceed to fill such vacancy as soon as possible. However, no position shall be considered temporarily vacant for a period beyond one hundred and eighty (180) days without mutual consent of the parties.

## **ARTICLE XVIII**

### **UNIFORMS**

**Section 18.1 Uniforms Furnished by Employer:** The Employer agrees to furnish (or reimburse) the following uniforms to full-time employees: a minimum of five (5) shirts in optional colors as approved; three (3) pair of pants as identified/approved by the employer; one (1) sweater and one (1) vest, and other wearing garments which are required by the Employer, excluding footwear, which the Employer agrees to replace on an as-needed basis. Employees may choose to purchase a uniform blazer, at the sole expense of the employee, and with the prior approval of the employee's supervisor. This does not apply to the Detective Bureau Records personnel. Midnight personnel will receive one (1) uniform.

## **ARTICLE XIX**

### **GENERAL**

**Section 19.1 County Safety Committee:** All safety ideas and complaints will be handled by the County's Safety Committee before a grievance is filed.

**Section 19.2 Access to Personnel File:** The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request, in the presence of the Employer, have access to his/her personnel file.

**Section 19.3 Visits by Authorized Representatives of the Association:** Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the President or Alternate, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

**Section 19.4 Legal Assistance Provided by Employer:** The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of acts occurring when and while said employee is in the lawful performance of his/her assigned duties and responsibilities, provided that notification is given to the Employer within five (5) calendar days that service of process was made upon the employee.

**Section 19.5 Training School Expenses:** The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the County and the employee shall be remunerated at their regular rate of pay.

**Section 19.6 Use of Personal Vehicle:** Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.



**Section 19.7 Equipment:** If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

**Section 19.8 Bulletin Board Notices:** The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or Alternate or Employer Representative. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

**Section 19.9 Rest Periods:** Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

**Section 19.10 Bonding:** Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

**Section 19.11 Court Appearances:** Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners on matters related to the lawful performance of their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

**Section 19.12 Call Back Time:** The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one half (1 1/2) for call back time. In the event that the call back occurs on a holiday recognized by this Agreement, the two (2) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium.

**Section 19.13 Hours Considered Worked:** All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

**Section 19.14 Pay Periods:** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day is currently every other Friday.

**Section 19.15 Association's Right to Examine Time Sheets:** The Association shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted

a specific grievance relative to such compensation. Upon request by the Association, such records shall be furnished by the Employer for inspection.

**Section 19.16 Employer's Right to Establish Rules:** The Employer reserves the right to establish rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

**Section 19.17 Tuition Reimbursement:** Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

**Section 19.18 Tobacco Use:** Employees hired since January 1, 1999, are prohibited from using tobacco products during the work day, including when out of the office such as during conferences, on County premises, or in County vehicles. Employees who must share a room or private vehicle while traveling may be prohibited from tobacco use during those times as well as during the business portion of the travel.

**Section 19.19 Drug and Alcohol Policy:** Employees in the unit will comply with the Sheriff's Office Drug and Alcohol policy in effect as of the date of ratification (Sheriff Department Policy No. 3.038, which is dated effective March 16, 2009.)

**Section 19.20 Typing of Reports:** Prior to the final determination to use a private source to type reports submitted by County employees to Central Records, the Sheriff or his designee, will discuss the change with the Bargaining Unit representative.

## **ARTICLE XX** **SAVINGS CLAUSE**

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXI**  
**TERMINATION**

This Agreement shall be effective on the first day of January, 2022, and shall remain in full force and effect until the thirty-first day of December, 2023. Either party may request to commence negotiations 120 days prior to the contract termination date.

**FOR THE EMPLOYER**



Rob Hentschel, Chairman  
Board of Commissioners

Date 3/23/22



Nathan Alger, County Administrator

Date 3-22-22



Thomas Bensley, Sheriff

Date 3/22/2022

Approved as to Form  
For County of Grand Traverse  
Cohl, Stoker & Toskey, P.C.  
By: Mattis D. Nordfjord

**FOR THE UNION**



Business Representative

Date \_\_\_\_\_

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